

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 25	
2. Amendment/Modification No.  P00038		3. Effective Date  2004SEP24		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN SFAE-GCS-W-BCTP KELVIN MAGEE (586)753-2086 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: MAGEEK@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD C PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  GM GDLS DEFENSE GROUP LLC, JOINT VENTURE 38500 MOUND ROAD STERLING HEIGHTS, MI. 48310-3260  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No.  DAAE07-02-C-B001	
				<input type="checkbox"/>		10B. Dated (See Item 13)  2002MAY18	
Code INLE2		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) SEE SECTION G							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)753-2072	
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed  2004SEP24

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;"><b>PIIN/SIIN</b> DAAE07-02-C-B001      <b>MOD/AMD</b> P00038</p>	<p style="text-align: center;"><b>Page</b> 2 <b>of</b> 25</p>
<p><b>Name of Offeror or Contractor:</b> GM GDLS DEFENSE GROUP LLC, JOINT VENTURE</p>		

SECTION A - SUPPLEMENTAL INFORMATION

1. This modification P00038 to contract DAAE07-02-C-B001 is a bilateral action.
  
2. The purpose of this modification P00038 is to definitize funding for ICLS support under a new CLIN 0002AG for the balance of the funding in support of the 1st, 2nd and 3rd STRYKER Brigade Combat Team (SBCT), through 15 May 2005. Previously, modification P00030 added initial funding in the amount of \$15,739,195.00 for the 3rd SBCT in Alaska. As a result of this modification, an additional \$21,517,929.00 is added for a 3rd year of non-deployment ICLS support for a total costs of \$37,257,124.00 (including fee of \$2,997,058.00). The parties have agreed to an estimated annual total miles of 1,284,400 for all vehicles, CONUS or OCONUS, operating in a peacetime environment at the current OPTEMPO.
  
3. As a result of this modification the following changes are made:
  - a. Add CLIN 0002AG, ICLS support for 1st, 2nd and 3rd SBCT, at a total cost (inclusive of fee) of \$21,517,929.00.
  
  - b. Add CLIN 0007AA, RWS Ammo Can, customer provided funding, at a total cost of \$5,848.00.
  
  - c. Add CLIN 0008AA, MEV, Ft. Bragg, customer provided funding, at a total cost (inclusive of fee) of \$25,116.00.
  
  - d. Revise paragraph C.6.2 to delete the following: "The Contractor shall perform both scheduled and unschedule maintenance necessary to maintain and sustain a monthly 98% Operational Readiness Rate (ORR)for ICVs and no more than a 24-Hour Non-Mission Capable Status, per class iteration, for low density vehicles (RV, CV, ESV, MCV, NBCRV, MGS, FSV, MEV, and ATGM) during phase II OPNET and overall BCT average of 90% ORR after phase II OPNET for the vehicle platform less GFE/ASIOE." and replace with the following: "The Contractor shall provide spare and repair parts and perform all field level scheduled and unscheduled maintenance actions to maintain the readiness of all STRYKER vehicle variants (RV, CV, ESV, MCV, NBCRV, MGS, FSV, MEV, ATGM and ICV). Contractor shall ensure no disruption of New Equipment Training (NET) (OPNET & FLMNET) schedule. Contractor shall monitor training plans and lessons to accommodate changes required by TRADOC or units. Contractor shall ensure there is no negative impact to executing the unit training schedule and achievement of Initial Operating Capability (IOC) for the brigade. Upon completion of Phase II OPNET the contractor shall perform services assisting those trained in such a manner as to maintain and sustain a monthly 90% Operational Readiness Rate (ORR), or shall perform maintenance as directed by the BSB Commander to meet Fleet Readiness. The Contracting Officer Representative (COR) shall monitor and report the contractor's performance to the Contracting Officer and the contractor IAW the COR's Surveillance Plan."
  
  - e. Add paragraph C.6.2.1 to incorporate spare and repair parts in support of vehicles fielded to TRADOC schools, the Contractor providing on-call FSR support for vehicles fielded to TRADOC schools; and the Government providing facilities at Ft. Benning and Ft. Knox in support of vehicles fielded at TRADOC schools.
  
  - f. Revise paragraph C.7.1.1. to incorporate Alaska ASL/PLL and revise C.7.5.1 to incorporate support operations at Ft. Benning and Ft. Knox, in addition to support operations at Auburn.
  
  - g. Add paragraph C. 7.7.1.1. to incorporate contractor tracking all unserviceable parts (to include GFE and slat armor) via the contractor's Information Management (IT) system.
  
  - h. Add paragraph C.7.7.4 to incorporate a National Level Repair (NLR) capability at the Auburn Washington warehouse.
  
  - i. Add paragraph C.7.7.5 to authorize the use of DLA as a source of supply.
  
  - j. Revise paragraph C.8.3 to incorporate the Government providing POL supply and overhead lift support at TRADOC schools.
  
  - k. Revise paragraph C.8.4 to incorporate the requirement the Contractor assess catastrophic (i.e. roll-over) vehicle damage and provide the Contracting Officer an estimate to repair within 10 working days from notification of vehicle incident.
  
  - l. Revise paragraph C.8.6 to incorporate the requirement the contractor shall be responsible for transportation of contractor provided supplies, parts, tools, etc within the state of Washington and the Government shall be responsible for transportation of parts, materials adn tools to all other locations.
  
  - m. Revise paragraph C.9.1 to delete the following: "The Contractor shall provide spare and repair parts and perform all field levle scheduled and unscheduled maintenance actions necessary to maintain and sustain a monthly 98% Operational Readiness Rate (ORR) for ICV's and no more than a 24 hour Non Mission Capable Status, per class iteration, for low density vehicles (RV, CV, ESV, MCV, NBCRV, MGS, FSV, MEV, and ATGM) during phase II OPNET and following the completion of Phase II OPNET an overall IAV average of 90% ORR for the vehicle platform less GFE/ASIOE. Vehicle readiness will be determined using the Non-MissionCapable (NMC) criteria contained in the IAV (platform) TM/ITEM documentation" and replace with the following: The Contractor shall provide spare and repair parts and perform all field level scheduled and unscheduled maintenance actions to maintain the readiness of all STRYKER vehicle variants (RV, CV, ESV, MCV, NBCRV, MGS, FSV, MEV, ATGM and ICV). Contractor shall ensure no disruption of New Equipment Training (NET) (OPNET & FLMNET) schedule. Contractor shall monitor training plans and lessons to accommodate changes required by TRADOC or units. Contractor shall ensure there is no negative impact to executing the unit training schedule and achievement of Initial Operating Capability (IOC) for the brigade.

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Upon completion of Phase II OPNET the contractor shall perform services assisting those trained in such a manner as to maintain and sustain a monthly 90% Operational Readiness Rate (ORR), or shall perform maintenance as directed by the BSB Commander to meet Fleet Readiness. The Contracting Officer Representative (COR) shall monitor and report the contractor's performance to the Contracting Officer and the contractor IAW the COR's Surveillance Plan. The Contractor shall monitor and report to the COR on a monthly basis the fleet ORR. The fleet ORR is calculated by dividing available days by possible days, where possible days is equal to the number of vehicles in the fleet times the number of days in the month, and available days is equal to the number of possible days minus the number of non-mission capable days. Operational Readiness Floats (ORFs) will be reported separately after issued to the BSB. The contractor shall provide readiness reports for the BCT(s) until such time as the units commence formal readiness reporting. (CDRL A005).

n. Revise paragraph C.13.1 to incorporate the responsibility for the contractor to transport contractor supplies, parts, tools, etc within the state of Washington and the responsibility for the Government transport supplies, parts, and materials to all other locations.

o. Revise paragraph C.14.1 to incorporate disposal of material at TRADOC schools through the local TRADOC installation property disposal office.

p. Revise paragraph C.15.1 to incorporate ICLS support for vehicles fielded to TRADOC schools.

q. Add Section H.24.5, Government Furnished Equipment (GFE), see Attachment 007.

r. Deleted narrative at section C009 issued on modification P00040 because that narrative was at the wrong section C location. Consequently, the narrative at section C009 on modification P00040 is hereby incorporated into this modification at section C006.

s. Delete paragraph C.20.2.5, OPTEMO for STRYKER spares

t. Add section C.20.2.6 to incorporate contractor tracking of all unserviceable parts (to include GFE and slat armor) via the contractor's Information Management (IT) system at the EDC.

u. Add paragraph C.21, STRYKER Contractor Logistics Improvement Program (CLIP).

v. Add section C.22.13, Logistics Performance Measurement and Metrics.

4. The parties agree that all other requirements for the estimated 900 vehicles either already fielded or to be fielded in FY05 supporting the first three (3) Brigades, whether CONUS or OCNUS, are fully funded for the scope for the scope identified herein.

5. As a result of this modification P00038, the total amount of the contract is increased by \$21,548,893.04.

6. Except as specifically stated above, all other terms and conditions of the contract remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 042 \*\*\*

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: 3RD BDE/ALASKA - ICLS SUPPORT PRON: X13GX334X1 PRON AMD: 02 ACRN: AF AMS CD: 31107180008</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 15-MAY-2005</p> <p>\$ 15,739,195.00</p>				\$ 15,739,195.00
0002AG	<p><u>SERVICES LINE ITEM</u></p> <p>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: ICLS SUPPORT-1ST,2ND&amp;3RD SBCT PRON: X14GX251X1 PRON AMD: 01 ACRN: AL AMS CD: 31107180006</p> <p>CLIN added by modification P00038</p> <p>(End of narrative B001)</p> <p>ICLS support for 1st, 2nd and 3rd SBCT</p> <p>Estimated Cost: \$19,786,601.00 Fixed Fee: \$1,731,328.00 Total Estimated Amount: \$21,517,929.00</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 15-MAY-2005</p> <p>\$ 21,517,929.00</p>				\$ 21,517,929.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	SECURITY CLASS: Unclassified				
0007AA	<p><u>SERVICES LINE ITEM</u></p> <p>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee</p> <p>NOUN: RWS AMMON CANS (4EA) PRON: W14GX167X1 PRON AMD: 01 ACRN: AK AMS CD: P135197.0000 CUSTOMER ORDER NO: MIPR4GRWSAM019</p> <p>Estimated Cost: \$5,848.00 Fixed Fee: \$ 0.00 Total Est Amount: \$5,848.00</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 30-SEP-2004</p> <p>\$ 5,848.00</p>		EA		\$ 5,848.00
0008	SECURITY CLASS: Unclassified				
0008AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: RETRO MEV W/AIR CONDITIONING PRON: W14GX250X1 PRON AMD: 01 ACRN: AM AMS CD: P012415 CUSTOMER ORDER NO: MIPR4STRYK8044</p> <p>CLIN added by modification P00038.</p> <p>(End of narrative B001)</p> <p>MEV for Ft. Bragg.</p> <p>Estimated Cost: \$23,097.36 Fixed Fee: \$2,018.68 Total Estimated Amount: \$25,116.04</p>				\$ 25,116.04

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH    </p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

INTERIM ARMORED VEHICLE (IAV) INTERIM CONTRACTOR LOGISTICS SUPPORT (ICLS)

C.6 General

C.6.1. The contractor shall provide logistic support for STRYKER vehicles fielded to 1st, 2nd and 3rd Brigade Combat Teams (BCT) as well as STRYKERS fielded to TRADOC schools. This support shall be referred to within this contract as Interim Contractor Logistics Support (ICLS). The STRYKER ICLS shall be tailored to several program events: prefielding, post fielding and transition. In addition this contract covers contractor deployment support preparation and execution. The ICLS shall include: maintenance, supply support, technical assistance, logistics planning and management, field exercises, deployment support preparation, program plans and controls, business administration, logistics planning and manual feedback.

C.6.2 The Contractor shall provide spare and repair parts and perform all field level scheduled and unscheduled maintenance actions to maintain the readiness of all STRYKER vehicle variants (RV, CV, ESV, MCV, NBCRV, MGS, FSV, MEV, ATGM and ICV). Contractor shall ensure no disruption of New Equipment Training (NET) (OPNET & FLMNET) schedule. Contractor shall monitor training plans and lessons to accommodate changes required by TRADOC or units. Contractor shall ensure there is no negative impact to executing the unit training schedule and achievement of Initial Operating Capability (IOC) for the brigade. Upon completion of Phase II OPNET the contractor shall perform services assisting those trained in such a manner as to maintain and sustain a monthly 90% Operational Readiness Rate (ORR), or shall perform maintenance as directed by the BSB Commander to meet Fleet Readiness. The Contracting Officer Representative (COR) shall monitor and report the contractor's performance to the Contracting Officer and the contractor IAW the COR's Surveillance Plan.

C.6.2.1 For TRADOC fielded vehicles, the Contractor shall provide spare and repair parts and assist with all field level scheduled and unscheduled maintenance actions. The government will provide a facility at both Ft. Knox and Ft. Benning which shall serve as a hub for supporting all STRYKERS at TRADOC Installations. The contractor shall provide on-call FSR support for TRADOC vehicles.

C.6.3 The contractor shall maintain 1st, 2nd and 3rd Brigade Combat Team (BCT) Operational Readiness Floats (ORFs) within the Brigade Support Battalion (BSB) maintenance area.

C.6.4 RESERVED

C.6.5. The Field Service Reps performing ICLS IAW this contract shall serve as System Field Service Reps (SFSR). The SFSR shall direct user representatives to existing supply and maintenance sources for Associated Support Items of Equipment (ASIOE), GFE, or other Mission Equipment, not covered by this contract, but added to the vehicle platform making it a comprehensive system. Sources for exiting supply and maintenance support for these other items may be organic capability, Logistics Assistance Reps, or other contractors providing such coverage. The government will provide and update a list of existing supply and maintenance sources for items not covered by this contract for use by the system FSR in directing user inquiries.

C.7 ICLS Supply Support Services

C.7.1 The contractor shall provide all spare and repair parts for the IAV vehicles fielded to the 1st, 2nd and 3rd Brigade Combat Teams. This includes spare and repair parts which may have existing NSNs and government established Sources of Supply (SOS), new unique consumables traditionally managed by DLA, and new unique reparables traditionally managed by TACOM.

C.7.1.1 Authorized Stockage List (ASL) /Prescribed Load List (PLL)  
The Contractor will develop and provide to the Government an ASL/PLL to support the fielded STRYKER vehicles to include, a partial ASL/PLL to support TRADOC fielding sites and a unique ASL/PLL for Alaska. The ASL is a 30 day supply of repair parts for support of STRYKER Brigade Support Battalion (BSB) main activities. The PLL is a 15 day supply of repair parts for support of a STRYKER unit's daily field maintenance operations. The ASL/PLL shall include parts that are mission essential. The ASL/PLL shall include parts used for field level maintenance tasks and parts that could have safety implications. The purpose of the initial ASL/PLL stockage is to provide for the optimum mix of non-demand supported parts that achieve the maximum operational availability at minimum cost. This ASL/PLL list will serve to reduce the logistics footprint, reduce total ownership cost and enhance deployability. The contractor shall provide initial ASL/PLL listing that provides an accurate representation of the range and depth of spares/repair parts required at all locations for the weapons system. Contractor shall ensure all parts are included in the TACOM provisioning files and identified in the TACOM Repair Parts & Special Tools List (RPSTL). The initial ASL/PLL list of parts cannot exceed 300 lines. Contractor shall provide to the Government the initial listing of ASL/PLL requirements and all future updates on CDRL A012. Contractor shall incorporate all changes to these listings that are a result of contractor initiated vehicle engineering changes and all changes as a result of safety issues. The Government will provide a storage facility for storing a partial ASL/PLL at both Ft. Knox and Ft. Benning.

C.7.1.2 The contractor shall provide ASL/PLL Repair Parts Packages for the STRYKER fielded vehicles as follows: (a) One ASL and Four PLLs for 3/2 Brigade and (b) One ASL and Four PLLs for 1/25 Brigade (c) One ASL and Four PLLs for the 3rd Brigade. (The STRYKER PLL must be quadrupled (Four PLLs) in order to provide 1 set for each Combat Repair Team (CRT)). The contractor shall deliver all parts in current configuration and to the latest drawing revision. The contractor shall package parts IAW best commercial practice.

C.7.1.3 The contractor shall provide shipment status under CDRL A013.

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C.7.2 The contractor shall provide all spare and repair parts required to maintain interface to any installed GFE. (e.g. brackets, mounts, shock mounts, trays, cables, etc.) In addition the contractor shall provide all spare and repair parts for the following GFE: M13A1 GPFU, AN/VDR-2 mount, VIS/VIC3, slat armor, slat armor kits, and slat armor parts. The contractor shall utilize the Contractor's Information Technology (IT) System to track all unserviceable parts for all GFE items including items on attachment 7.

C.7.3 Spare and repair parts for all Government Furnished Equipment (GFE) added to the vehicle after DD 250 acceptance is not the contractors responsibility. System Field Service Reps, in accordance with C.6.5, shall direct user representatives to existing supply sources for ASIOE, GFE and other Mission Equipment, not covered by this contract but added to the vehicle platform.

C.7.4 Strategically Configured Sustainment Support Package (SCSSP) for the 1/25th BDE.

C.7.4.1 The Strategically Configured Sustainment Support Package (SCSSP), also known as a Flyaway package shall be managed by the contractor. The SCSSP shall support field level maintenance operations to include associated hardware at a deployment location for a STRYKER brigade that does not have re-supply capability for a 20 day period. The SCSSP shall be derived from mission critical parts with an essentially code of 1, 5 and 6 and based on demand history of one Brigade set. The SCSSP shall consist of twice the quantity of parts contained in the Authorized Stockage list (AS1). The Contractor shall also include all parts for the field level maintenance of the following GFE: M13A1, GPFU, AN/VDR-2 Mount, and VIS/VIC 3.

C.7.4.2 The Contractor shall notify the Government within 30 days of any changes to the SCSSP as a result of contractor initiated engineering changes or safety issues under CDRL XXX. The Contractor shall provide the Government with replacement and or corrected parts (LRU/SRU) at no additional cost to the Government if changes and or corrections are determined to be necessary due to design/performance deficiencies.

C.7.4.3 The Contractor shall deliver, store and maintain the SCSSP package at the Auburn warehouse. The Contractor shall ensure adequate SCSSP package inventory levels are maintained so that SCSSP parts are not used to support day-to-day warehouse operations. The Contractor shall divert SCSSP items to support other urgent requirements, at the direction of the PCO. The Contractor shall not store the SCSSP package as assembled sets. Parts will be coded as reserved for SCSSP to ensure ability to assemble a complete SCSSP package within short notice (48 hours). When notified by the Government, SCSSP package shall be palletized and shipped within 48 hours. Upon instructions from the Government the SCSSP shall be place on standard warehouse pallets, and placed on 463L platform (96 x 88 not to exceed 6 ft high or 7,200 lbs) or as otherwise directed.

C.7.5 The Contractor is responsible for the proper care, maintenance, protection, preservation and repair of all Government property and facilities provided.

C.7.5.1 The contractor shall provide 24/7 on-call support operations at the Auburn Warehouse in anticipation of increased and expedited deliveries for contingency deployments, increased OPTEMPO requirements, exercises and STRYKER fieldings. The contractor shall also provide support operations at both Ft. Knox and Ft. Benning for the STRYKERS fielded to TRADOC.

C.7.6 The Contractor shall maintain a database containing all parts acquired in support of this contract. The contractor shall deliver an electronic file, in contractor format, of that database as described in CDRL A002.

C.7.7 The contractor shall issue consumable items for STRYKERS only. The contractor shall document an initial process for the issue of consumable items to user representatives and submit in contractor format per CDRL A003. The initial procedures shall be able to be tailored to conform to local retail supply procedures which may be imposed.

C.7.7.1 The contractor shall issue serviceable repairable items from inventory only upon the physical receipt of a returned repairable unserviceable item from a STRYKER platform. The contractor shall confirm that the returned item is unserviceable and from a STRYKER before a replacement is issued after which the repairable item will be fixed IAW ICLS repair procedures. The Contractor shall screen all unservicable returns for "no evidence of failure". The contractor shall document an initial process for the receipt, inspection, and issue of repairable items to user representatives and submit in contractor format per CDRL A003. The initial procedures shall be able to be tailored to conform to local retail supply procedures which may be imposed.

C.7.7.1.1 The contractor shall track all unserviceable parts, to include GFE parts. The contractor shall track all repairable and non-repairable GFE (see attachment 7 of this contract) to include, but not limited to, MITAS, LRAS, DVE, slat armor, slat armor kits and slat armor parts using the Contractors Information Technology (IT) system at all STRYKER (CONUS and Alaska) fielding locations. In accordance with CDRL A018, the Contractor will provide a daily parts tracking report (to include all GFE items identified in C.7.2 and Attachment 7 of this contract)identifying the status of parts, locations and there due dates.

C.7.7.2 The contractor shall repair returned unserviceable repairable items from ICLS or Test IAW manufacturer repair standards. In the event manufacturers repair standards do not exist, the items shall be repaired to a like new condition. The contractor shall allow the government access to review repair standards, repair processes and inspection/tests used. The contractor shall not repair items where the repair cost exceeds 100% of the replacement cost. The contractor shall issue repaired parts when available. The contractors supply database (See paragraph C.7.6 above) shall include quantities of repairable parts returned; repairable parts repaired and repaired repairable parts issued. The contractor shall treat failed components from test the same as all returned unserviceable

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repairable items processed under ICLS.

C.7.7.3 RESERVED.

C.7.7.4 The contractor shall establish a National / Sustainment level repair capability at the Auburn warehouse to repair, at a minimum, the following: wheel and tire assemblies, wheel drives, Remote Weapon Station (RWS), power packs, differentials, Transfer Cases, suspensions, Front and Rear Hydropneumatic struts, trailing arms, Hydraulic tank and Cupola lock assemblies, and welding of racks and shelves with a SMR code ending in ZZ. Repair costs shall not exceed 100% of the replacement cost. The contractor shall complete all repairs for above items within 90 days of initial assessment.

C. 7.7.5 The Contractor is authorized on a case-by-case basis when cost effective and schedule positive, to use DLA as a source of supply for all DLA managed consumable items required under this contract. The Contractor may procure materials directly from DLA at current Standard Unit Prices. If parts are not posted to the E-Mall: <<https://email.prod.dodonline.net/scripts/emLogon.asp>>, the Contractor shall contact one or more DLA Weapon System Managers at the following locations:

1. Defense Supply Center Columbus
2. Defense Energy Support Center, Fort Belvoir
3. Defense Supply Center Richmond
4. Defense Supply Center Philadelphia

NOTE: The Contractor shall ensure that all parts/material requisitioned from DLA are free of cadmium, hexavalent chromium, and other highly toxic or carcinogenic materials. Any part that the contractor proposes to acquire, for use under this contract, that may contain any of these substances must be approved by the Government prior to use. (see paragraph C.5)

Spares and Repair Parts/MILSTRIP Authority - The contractor is authorized access to the Federal Supply System to acquire materiel via the Military Standard Requisition and Issue Procedures (MILSTRIP) process. The contractor will obtain a Department of Defense Activity Address Code (DODAAC) assigned to this contract to review asset information and to place orders from the DLA. The contractor will be granted access to the Standard Automated Materiel Management System (SAMMS) or Web Customer Account Tracking System (Web CATS) to determine stock levels and availability, should they use DLA as a SOS.

Parts Procurement - Any acquisitions from DLA will be a direct transaction between the contractor and DLA. Materiel may be requisitioned using Military Standard Requisition and Issue Procedures (MILSTRIP) or via the DOD EMALL. Using DLA as a source will not relieve the contractor of performance under this contract. The contractor is responsible for collaborating directly with DLA to insure quality and timely delivery of the parts ordered.

Transportation - to reduce the amount of frustrated material, all shipments that enter the Department of Defense organic distribution system shall comply with the business rules at the below hyperlink:  
<[http://www.acq.osd.mil/log/logistics\\_materiel\\_readiness/organizations/tp/html/trans\\_programs/defense\\_trans\\_library/policy\\_facilitating\\_vendor\\_shipments\\_in\\_the\\_dod\\_organic\\_distribution\\_system.pdf](http://www.acq.osd.mil/log/logistics_materiel_readiness/organizations/tp/html/trans_programs/defense_trans_library/policy_facilitating_vendor_shipments_in_the_dod_organic_distribution_system.pdf)>

C.7.8 The contractor shall track repair costs related to all repairs of any repairable item issued. These repair costs shall be recorded in the contractors database and delivered with reports described in CDRL A004.

C.7.9 The contractor shall be responsible for all inventory management functions for parts required to meet the ICLS readiness rate requirements. The contractor shall be responsible all procurement, packaging, handling, transportation, storage, maintenance and issue of parts related to meeting the readiness rate requirements of this contract.

C.7.10 The contractor will ensure that all STRYKER common and unique platform parts issued in support of this contract shall be free of cadmium, hexavalent chromium, and other highly toxic or carcinogenic materials. Any part that the contractor proposes to acquire, for use under this contract, that may contain any of these substances must be approved by the Government. (see paragraph C.5)

C.7.11. The contractor shall use all parts stored in the warehouse as a pooled resource from which all of the Governments requirements can be fulfilled under the Stryker program.

C.8 ICLS Maintenance

C.8.1 The contractor shall support a maintenance capability in proximity of Ft Lewis/Yakima Training Center/Alaska (Ft Richardson/Ft Wainright) to perform maintenance required for the STRYKERS of the 1st, 2nd and 3rd BCT, in addition to TRADOC fielded vehicles to achieve the readiness rate requirements defined in Paragraph C.6.2. The contractor shall be required to perform maintenance at Auburn, Ft Lewis, the Yakima Training Center and Alaska (Ft Richardson/Ft Wainright). The Government will provide locations and facilities, co-located within the BSB maintenance areas and Combat Repair Teams (CRT) work areas.

C.8.2 The contractor shall perform all Field Level Preventative Maintenance Checks and Services (PMCS) (Semiannual, Annual and Biannual services and any hour and mileage services that would fall within those calendar intervals) and all scheduled field maintenance actions for the STRYKER vehicles, to include Contractor provided GFE mounting and all GFE specified in paragraph C.7.2 . The contractor shall

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provide the personnel, transportation, and tools to perform all field level scheduled maintenance actions required.

- C.8.2.1 Upon completion on Operator NET, the contractor shall assist those trained operators in the performance of operator PMCS and all operator maintenance tasks, as required.
- C.8.2.2 Upon completion of Field Level Maintenance NET, the contractor shall assist those trained maintainers in the performance of all unscheduled maintenance actions, as required.
- C.8.3 The Government will provide standard POL supply and overhead lift support for the STRYKER vehicles at Fort Lewis, Alaska, Yakima Training Center and TRADOC schools.
- C.8.4 All STRYKER maintenance shall be performed IAW the STRYKER Technical Manuals. If STRYKER Technical Manuals do not provide complete coverage needed to perform the required maintenance, the contractor shall perform maintenance IAW published Original Equipment Manufacturers (OEM) procedures. In the absence of OEM procedures, the contractor will perform maintenance based on best commercial practices. The Contractor shall report missing maintenance procedures for incorporation into the STRYKER Technical Manuals as required by the STRYKER support concept. System Field Service Reps, in accordance with C.6.5, shall direct user representatives to existing maintenance sources for ASIOE, GFE and other Mission Equipment, not covered by this contract but added to the vehicle platform. Should a vehicle experience catastrophic damage (i.e. roll over) the contractor shall assess repair in accordance with the above manuals. Assessment, including estimated costs to repair, shall be provided to the Contracting Officer within 10 working days of notification of vehicle incident.
- C.8.5 Evacuation: The U.S. Army will provide recovery and evacuation of STRYKERS to supporting maintenance facilities. The contractor shall provide supervision of recovery activities as needed. The contractor is responsible for evacuation of any subsequent materials or system components to any specialized repair facility and/or subcontractor facility.
- C.8.6 The contractor is responsible for providing all tools required to support all ICLS operations (Auburn, Yakima Training Center, Fort Lewis, Ft Richardson, Ft Wainright and TRADOC schools) and all training events.
- C.8.7. RESERVED
- C.9 ICLS Readiness
- C.9.1 The Contractor shall provide spare and repair parts and perform all field level scheduled and unscheduled maintenance actions to maintain the readiness of all STRYKER vehicle variants (RV, CV, ESV, MCV, NBCRV, MGS, FSV, MEV, ATGM and ICV). Contractor shall ensure no disruption of New Equipment Training (NET) (OPNET & FLMNET) schedule. Contractor shall monitor training plans and lessons to accommodate changes required by TRADOC or units. Contractor shall ensure there is no negative impact to executing the unit training schedule and achievement of Initial Operating Capability (IOC) for the brigade.
- Upon completion of Phase II OPNET the contractor shall perform services assisting those trained in such a manner as to maintain and sustain a monthly 90% Operational Readiness Rate (ORR) or shall perform maintenance as directed by the BSB Commander to meet Fleet Readiness. The Contracting Officer Representative (COR) shall monitor and report the contractor's performance to the Contracting Officer and the contractor IAW the COR's Surveillance Plan.
- The Contractor shall monitor and report to the COR on a monthly basis the fleet ORR. The fleet ORR is calculated by dividing available days by possible days, where possible days is equal to the number of vehicles in the fleet times the number of days in the month, and available days is equal to the number of possible days minus the number of non-mission capable days. Operational Readiness Floats (ORFs) will be reported separately after issued to the BSB. The contractor shall provide readiness reports for the BCT(s) until such time as the units commence formal readiness reporting. (CDRL A005).
- C.9.2 The Contractor must provide parts and perform unscheduled maintenance actions to remove vehicles from Non-Mission Capable Supply (NMCS) and Non-Mission Capable Maintenance (NMCM) status. NMC time will commence after the vehicle has been downloaded of all ammunition and inspections have been completed. The Contracting Officer's Representative (COR) may approve the exclusion of any vehicle in the monthly ORR.
- C.9.3 In the event of a serious accident or incident, the corrective action will not commence until all investigations and vehicle inspections have been completed. The Contracting Officer's Representative (COR) may approve the exclusion of the vehicle in the monthly ORR.
- C.10 - ICLS Coverage for Field Exercise
- C.10.1 The Contractor shall perform the ICLS services for all field exercises to include IOT&E. For estimating purposes, it is anticipated that four Battalion sized Task Force Exercises will be conducted per year (approximately one per quarter) within CONUS and Alaska. Exercises in excess of this will be separately negotiated. The contractor shall track separately all costs associated with each OCONUS exercise, to include but not limited to, Korea.

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C.10.2 The Contractor shall support all the 1st, 2nd and 3rd Brigade Combat Teams field exercises providing supply, maintenance, and technical assistance necessary to maintain the readiness rate requirements required by paragraph C.6.2.

C.11 ICLS Deployment Support Plan. The contractor will provide a ICLS Deployment Support Plan under CDRL A006. The Deployment Support Plan shall encompass requirements of C.11.1 - C.11.8.

C.11.1 The Contractor shall perform the ICLS services for all deployments using Attachment 1, Contractor Support in the Theater of Operations as a guide for Deployment Requirements IAW Army Regulations.

C.11.2 Deployment ORR Objectives. Reserved.

C.11.3 The Contractor will deploy with the 1st and 2nd Brigade Combat Team and/or elements of the 1st and 2nd Brigade Combat Team to maintain the STRYKER readiness rate goal. The contractor shall deploy spare and repair parts, parts management/issuing capability, maintainers, technical advisors repair capability and any and all support items necessary to meet the readiness goal. The Government will provide transportation of personnel and material to the deployment sites in accordance with the Commanders Time Phased Deployment Data (or at the commanders prerogative).

C.11.4 The Contractor shall be staffed and configured to support battalion-sized task forces operating in the same or separate locations for deployment while sustaining support in garrison during the performance of this contract.

C.11.5 The ICLS activity shall be configured to deploy with the unit using Government provided vehicles, shelters, transportation and power generating equipment. All contractor equipment shall be capable of being operated in a forward deployed field location under combat conditions.

C.11.6 RESERVED

C.11.7 Contractor personnel should be ready to deploy within 48 hours of Contracting Officer notification using military (or government furnished civilian) transportation by land, sea, or air. This includes maintaining current information IAW Deployment Guide.

C.11.8 RESERVED

C.11.9 Priced option for Contractor Support during contingency operations at C.20.

C.12. Warranties

C.12.1. Pass-Through Warranties. The contractor shall pass through all applicable warranties offered from their subcontractors and vendors associated with IAV vehicles and/ or spare/repair parts. The contractor shall provide a list of the warranted parts and assemblies unique to this contract per (CDRL A010). The pass-through warranty list shall contain the manufacturer's name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, item cost, and the extent of the warranty. Actual copies of subcontractor/vendor warranties shall be provided to the Government upon request.

C.12.2. When vehicle components under this contract are determined to be covered by the revised/current warranty language included in contract DAAE0700DM051 (Failure Free, Extension to Failure Free, Systemic Defect, Extension to Systemic), the contractor shall credit the ICLS Contract for any cost charged to this contract that is determined be a warranty related cost.

C.12.3. Contractor shall identify under CDRL A003 and A004, on a monthly basis, all parts repaired, replaced, or serviced based upon all applicable warranty coverage included in DAAE0700DM051 or any other contract issued during the performance of this contract. The contractor will determine the appropriate contract fund transfers, if required. At the request of the government a joint review will be conducted of the data provided under CDRL A003 & A004 to include any contract fund transfers.

C.13 Transportation.

C.13.1 The contractor shall be responsible for the transportation of contractor provided supplies, parts, tools, etc within the state of Washington and the Government shall be responsible for transportation of parts, materials and tools to all other locations.

C.13.2 The contractor shall be responsible and provide all commerical ICLS team vehicles.

C.14 Disposal of Material.

C.14.1 Material requiring disposal shall be disposed of through the local (Fort Lewis/DCMC/TRADOC installation) Property Disposal Office. The contractor shall dispose of any parts treated with or containing Hexavalent Chromium or Cadmium IAW their Hazardous Material Plan in CDRL A001.

C.15 Period of Performance. The period of performance for this scope of work begins at the award of this contract and continues in full month intervals. The period of performance is two (2) years. The period of performance may be extended in full month intervals by

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mutual agreement until such time as the final STRYKER logistic support solution has been implemented.

C.15.1 The scope of work is revised to include ICLS support for the 3rd Stryker Brigade Combat Team and TRADOC schools. The period of performance for the 3rd Stryker Brigade is 1 June 2004 to 31 May 2005. The period of performance may be extended in full month intervals by mutual agreement until such time as the final STRYKER logistic support solution has been implemented.

C.16 Transition. The contractor shall work with the government in developing a transition plan from ICLS to the final approved STRYKER support concept. This plan will include schedules for transition of supply support and maintenance activities. This plan will account for the disposition of all assets acquired to support the ICLS. The transition plan will be prepared in contractor format. The contractor shall deliver draft and final versions of the agreed upon transition plan to the government IAW CDRL A007.

C.16.1 RESERVED

C.16.1.1 RESERVED

C.16.1.2 RESERVED

C.16.1.3 RESERVED

C.16.1.4 RESERVED

C.17. Parts Priorities

C.17.1. Allocation of Parts to Correct ICLS Shortages or Other Corrective Actions

C.17.1.1. Priorities

Part shortages can occur for a variety of reasons during the course of the ICLS Effort to include shortages in production, parts required to implement corrective actions, contractor changes requiring retrofit (COTPIs) or warranty action.

C.17.2. Diversion of Assets in Support of STRYKER Government Requirements

The contractor shall divert production asset, both contractor owned and Government owned, to support ICLS activities. The contractor shall obtain parts asset for diversion in the following order:

- a. From contractor parts bins (if CFM); from GFM store (if GFM)
- b. From the Contractors production line
- c. From Government owned vehicles not yet shipped.

Government oral direction for diversion and/or if necessary to pull part assets from Government owned vehicles will be confirmed in writing by the Contracting Officer. The correspondence will specify the part(s) asset and quantities to be diverted or pulled.

C.17.2.1. Shipping Address

The COTR will provide the site shipping address at the time of direction. The Contractor shall ship the required part(s) by using Fed Ex or other overnight shipping company to the fielding sites.

C.17.2.2. Reimbursement Costs

The Contractor shall charge the ICLS Contract for direct labor to pull, pack, crate, handle, and ship diverted part assets to and from the specified plant. The Contractor shall charge the ICLS contract for the direct labor to receive and restock or reinstall the replacement part assets. The Contractor shall transfer any diverted components to the ICLS Contract and shall reorder/ replace production part assets as required. The cost to repair of part assets shall be charged to the ICLS. Repaired assets may be returned to stock in the plants for use on new production as required. In the event replacement costs differs from the original cost of any diverted asset, the difference in the costs will be charged to ICLS. The contractor shall not repair items when the repair cost exceeds 100% of the replacement cost unless authorized by the PCO.

C.17.3 ORDER OF PRIORITY TO SATISFY COMPETING REQUIREMENTS FOR PARTS

The following order of priority is established for purposes of determining which Stryker activity should receive a hard to fill part or item whenever such part or item is requested by multiple activities and there is insufficient stock to satisfy all the requirements at the same time:

PRIORITY 1: Any deployed or deploying Stryker vehicles.

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PRIORITY 2: Stryker vehicles engaged in Fielding Activities.

The order of priority amongst Stryker Brigades in Fielding status is as follows:

- 1: 2nd SBCT, 1/25ID Ft. Lewis, WA
- 2: 3rd SBCT, 172nd Ft. Wainwright, AK
- 3: 4th SBCT, 2ACR Ft. Lewis, WA
- 4: 5th SBCT, 25ID Hawaii
- 5: 6th SBCT, Pennsylvania National Guard
- 6: 1st SBCT, 3/2ID Ft. Lewis, WA

While in Fielding status, each Stryker Brigade will assume the next higher priority upon deployment of preceding brigades.

PRIORITY 3: Stryker vehicles returning from deployment to their home station. Includes Stryker vehicles in-garrison, on routine operational schedule.

PRIORITY 4: Stryker vehicles engaged in TRADOC activities.

#### C.18. Acceptance/Production Work Arounds

If vehicles are otherwise ready for acceptance and the contractor is missing parts as a result of the requirement to support ICLS, the contractor shall replace the part prior to DD250, if possible. If the missing parts are unavailable at the time of processing, the contractor will utilize other production parts or production aids to process the vehicle(s) through the FIR process. The contractor shall request PCO authority to pull missing parts from previously accepted vehicles. If approved by the PCO these accepted (DD250) vehicles will be the first priority for parts replacement. Upon replacement of borrowed assets, the contractor may invoice for the missing parts in accordance with the terms of the applicable conditional acceptance modification.

In the event parts are unavailable from either previously accepted vehicles or at the time of FIR processing, vehicles will be conditionally accepted, with appropriate vehicle price withholds, pending receipt of parts and installation.

#### C.19 Reserved

#### C.20 CONTRACTOR SUPPORT DURING CONTINGENCY OPERATIONS PRICED OPTION

C.20.1 The potential exists that a deployment shall be required by Contractor personnel to support a Major Regional Contingency and/or other hostile action in an OCONUS location. Upon notification by the Contracting Officer, the Contractor shall be prepared to deploy personnel, equipment, supplies, and material in support of contingency deployment operations within 48 hours. All contractor equipment shall be capable of being operated in a forward deployed field location under combat conditions. The Government will provide transportation of personnel and material to the deployment sites unless otherwise stated below, and in accordance with the Commanders Time Phased Deployment Data (or at the commanders prerogative).

C.20.1.1 The Contractor shall deploy to support up to two Brigade Combat Team(s) or elements thereof and provide maintenance and logistical support to deployed Stryker vehicles during the period of deployment. The Contractor shall continue support to units and Strykers in CONUS.

C.20.1.2 The Contractors shall assist the unit to reach and sustain a fully mission capable (FMC) of 90 percent for the Stryker vehicles. Contractor shall be responsible for the STRYKER platform, interfaces to any installed GFE, and the following GFE: M13A1 GPFU, AN/VDR-2 mount and VIS/VIC3.

C.20.1.3 The Government shall provide assistance to insure the Contractor can meet deployment requirements. Specifically, but not limited to, visa and medical support; satellite phones, digital pagers, and applicable accessories; vehicles; shelters; transportation; and power generating equipment shall be provided as GFP.

C.20.1.4 The Government may direct the Contractor to perform services in support of a contingency or exercise, as provided by law or defined by the applicable Army Service Component Command. Services shall be performed in the Intermediate Sustainment Base (ISB) or corps rear area in support of the contingency or exercise. Contractor personnel may provide support at the Brigade Support Battalion (BSB) or with a Combat Repair Team (CRT) if authorized by Army component commander.

C.20.1.5 The Contractor shall develop and maintain a deployment plan and checklist for personnel who will deploy in support of contingency operations. The deployment plan shall follow guidelines set forth in AMC-P 715-18 and DA PAM 715-16. The Contractor shall certify that deploying Contractor personnel have completed the applicable administrative requirements set forth in the Contractors Deployment Checklist and provide a certified copy to the PM BCT Office.

C.20.1.6 Contractor personnel shall be administratively assigned to the Logistics Support Element (LSE) for accountability,

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administrative support and life support.

C.20.2 Spare Parts in Support of Deployment Operations

C.20.2.1 Upon exercise of this Option, contractor shall order parts for initial deployment support. Upon Government direction Contractor shall ship parts to the designated collection points. Spares may be packaged as sets in standard military 20x8x8 milvans or issued on individual orders from deployment locations. Contactor shall re-supply all parts, as required, to support deployment effort. Contractor shall document on CDRLS A014 and A015 all parts ordered and consumed in support of the deployment operations.

C.20.2.1.1 Slat Deployment Armor. Slat Deployment Armor is passive armor designed to counter hand held anti-tank weapons. The concept for the Slat Deployment Armor Kit is to provide a vehicle mounted, perimeter based system which maximizes Stryker crew protection by using a slat armor cage surrounding the vehicle to counter hand held anti-armor weapons before they strike the vehicle.

C.20.2.1.1.1 Slat Deployment Armor - Engineering. The contractor shall provide engineering and design support required to create technical data packages for Slat Deployment Armor Kits for each of the eight (8) Stryker variants (excludes MGS and NBCRV). The technical data will be delivered to the U.S. Government on CDRL A019. Each Slat Deployment Armor Kit must meet the following minimum critical parameters: slat spacing no greater than 2.5 inches, slat orientation parallel to the ground, and stowage stand-off of 10 inches minimum. Additional specifications will be developed through a joint contracting/government design team.

C.20.2.1.1.2 Slat Deployment Armor - Production. The contractor shall produce and deliver, in accordance with the technical data package provided in paragraph C.20.2.1.1.1 on CDRL A019, Slat Deployment Armor Kits to the Lima Army Tank Plant in Lima, OH. Those kits will be configured for installation on the following Stryker vehicle variants: ICV, RV, MC, ATGM, CV, MEV, FSV and ESV.

C.20.2.1.1.3 Slat Deployment Armor - Logistics. The contractor shall provide required CONUS and OCONUS based logistics support needed to field, install and maintain Slat Deployment Armor Kits on Stryker vehicles. Required support includes packaging and shipment at the government's direction, installation on Stryker vehicles, the development of operator and maintenance tasks, providing a spare parts catalog, developing and supporting training.

C.20.2.2 Shipping may be to the designated Government Centralized Containerization Point (CCP) for movement to the ISB/EAB or BSA/BSB location.

C.20.2.3 The contractor shall be authorized costs associated with expedited delivery to support deployment operations. During deployment operations Contractor shall provide 24/7 on call support.

C.20.2.4 Parts ordered for contingency deployment operations and not consumed will be retained by the contractor for future ASL issues to SBCT units or may be consumed, with government permission, within existing contracts.

C.20.2.5 DELETED

C.20.2.6 The contractor shall track all unserviceable parts, to include GFE parts. The contractor shall track all repairable and non-repairable GFE (see attachment 7 of this contract) to include, but not limited to, MITAS, LRAS, DVE, slat armor, slat armor kits and slat armor parts using the Contractors Information Technology (IT) system at all STRYKER OCOUNS fielding locations. In accordance with CDRL A018, the Contractor will provide a daily parts tracking report (to include all GFE items identified in C.7.2 and Attachment 7 of this contract) identifying the status of parts, locations and there due dates to the Government lead at the EDC.

C.20.3 Management

C.20.3.1 The Contractor shall ensure that all Contractor employees including its sub-contractors, comply with all guidance, instructions and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This includes any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, safety, and unit cohesion.

C.20.3.2 The Contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all Contractor employee performance and conduct problems identified by the cognizant Contracting Officer or his/her designated representative. The Contracting Officer may direct the Contractor to remove or replace any Contractor employee failing to adhere to instructions and General Orders issued by the Theater Commander or his/her designated representative.

C.20.4 Accounting for Personnel (Systems, External and Theater Support)

C.20.4.1 The Contractor shall report its employees, including third country nationals, entering and/or leaving the theater of operations by name, citizenship, location, Social Security Number (SSN) or other official identity document number to the AMC FWD, LSE, LAO, COR and/or Theater Commander.

C.20.4.2 For badging and security purposes, the Contractor shall provide the Army with a list of all suitable or qualified employees (including qualified sub-contractors and/or vendors used in the area of operations) with all required identification and documentation

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information. Changes/updates shall be coordinated with Army representative(s) at Theater specific inprocessing sites.

C.20.5 Risk Assessments and Mitigation

C.20.5.1 The Contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions. The Contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of a contingency deployment involving military operations.

C.20.5.2 The Contractor shall replace employees within 72 hours, or as directed by the Contracting Officer, if the employee shall be unavailable after an authorized pass/leave period.

C.20.5.3 The Contractor shall designate a point of contact for all of its plans and operations. The Contractor shall prepare plans for support of military operations in-country, as required, or as directed by the Contracting Officer.

C.20.6 Force Protection

C.20.6.1 The Army shall provide force protection to Contractor employees commensurate with that given to Department of the Army civilians and military personnel in the area of operations, unless otherwise specified in the contract.

C.20.7 Reception, Staging, Onward Movement and Integration (RSO&I)

C.20.7.1 Upon arrival in the area of operations, Contractor employees shall receive Reception, Staging, Onward movement and Integration, as directed by the Logistics Support Element (LSE), Contracting Officer or his/her designated representative. The Contractor shall be prepared to move contract material and equipment using U.S. Government transportation and comply with applicable transportation regulations, such as; MILSTAMP, etc., for safety, packaging, tie-down, etc.

C.20.8 Pay

C.20.8.1 The Government is not a party to the employee-employer relationship. Any questions, which Contractor employees have regarding pay, should be discussed with the Contractor.

C.20.9 Tour of Duty/Hours of Work

C.20.9.1 Tour of Duty is defined as the length of deployment. Hours of Work is defined as the hours worked during an 8 hour workday. A work week is defined as 40 hours worked in 7 consecutive days. Prior to deployment the Contracting Officer shall provide the Contractor with the anticipated tour and duration of duty. The Contractor shall comply with all duty hours and tours of duty identified by the Contracting Officer. The Contracting Officer may modify the work schedule to ensure the Governments ability to continue to execute its mission. The Contractor shall be available to work extended hours to perform mission essential tasks. For the purpose of calculating overtime premiums, time worked in excess of 40 hours in one 7 day work week shall be considered overtime.

C.20.10 On-Call Duty

C.20.10.1 The Contractor shall be available to work (i.e. on-call) during other than regular hours to perform mission essential tasks.

C.20.11 RESERVED

C.20.12 Deployment Processing

C.20.12.1 The Government is responsible for providing information and assistance in meeting the requirements necessary for deployment. Deployment processing shall include, as a minimum, all Government required procedures such as medical examinations, and immunizations. If central processing is required, the Contractor employees shall be issued Letters of Accreditation for processing through a specific CONUS Replacement Center/Individual Deployment Site (CRC/IDS) and for the duration of the tour of duty. The Contractor is responsible for travel to the CRC/IDS or other CONUS departure point. The Government is responsible for providing transportation for contractor personnel from the CRC/IDS to final overseas location. If a CRC/IDS CONUS departure point is not used, the Contractor shall receive an equitable adjustment for all reasonable travel costs incurred in deployment of Contractor employees.

C.20.12.2 The Contracting Officer shall identify to the Contractor all required mission training and the location of the required training. The Contractor shall ensure that all deploying employees are available for all required mission training. The Contracting Officer shall inform the Contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards. The U.S. Government shall provide the Contractor employees with CDE familiarization training commensurate with the training provided to Department of Defense civilian employees.

C.20.12.3 As part of the Preparation for Oversea Movement (POM) processing for Contractor employees, the Governments POM activities at the home station or the CRC shall screen Contractor personnel records, conduct theater specific briefing and training, issue

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theater/environmental specific clothing and individual equipment, verify that medical requirements (such as immunizations, DNA screening, HIV testing and dental examinations) for deployment have been met, and arrange for transportation to the theater of operation. While POM processing at the CRC/IDS, the Government shall furnish life support to include lodging and meals, but shall charge a nominal fee for meals.

C.20.12.4 Contractor employees shall receive from the Government the following four (4) distinct forms of identification at home station or at the CRC/IDS processing point. If a CRC/IDS processing point is not used then, the Contracting Office shall provide assistance with obtaining identification document listed below before deployment. Identification documents shall indicate that the Contractor employee as Lead/ Supervisor (GS14 equivalent); FSR (GS12 equivalent); Clerk/Administrative Support (GS09 equivalent) Upon redeployment, the Contractor shall ensure that all issued controlled identification cards and tags are returned to the Government.

DD Form 1173, Uniform Services Identification Card or SMART card with Equivalent Grades identified above

DD Form 489, Geneva Convention Identify Card with GS-09 Equivalent Grade or higher  
Personal identification tags (i.e., dog tags)  
Theater Identification Card, if applicable

#### C.20.13 Medical Screening

C.20.13.1 It is the responsibility of the Contractor to provide qualified, capable personnel who meet the physical standards and medical requirements to perform the contracted duties in designated theater of operations. The Government may provide some or all of the required deployment screening.

C.20.13.2 The Government may perform medical screening at the CONUS Replacement Center. The screening shall include DNA sampling and immunizations, if not previously conducted, for Contractors deploying OCONUS.

C.20.13.3 When applicable or in accordance with a standing contract, the Government shall provide to Contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

C.20.13.4 Deploying civilian Contractor personnel shall carry with them a minimum of a 90-day supply of medications. Upon arrival in the area of operations, the Logistical Assistance Office (LAO) or Contracting Officer Representative (COR) shall coordinate with the supporting medical unit to ensure the future availability of prescription medications and to obtain such medications.

#### C.20.14 Letters of Accreditation

C.20.14.1 In order to process through the designated CRC/IDS and receive Government transportation from the CRC/IDS to the theater of operations, intra theater, and return, the Government shall provide each Contractor employee with Letters of Accreditation. These Letters of Accreditation shall be prepared by the Contracting Officer and authorized by the supporting installation. These Letters of Accreditation shall state the intended length of assignment in the area of operation and shall identify planned use of Government facilities and privileges in the theater of operations, as authorized by the contract.

#### C.20.15 Clothing And Equipment Issue

C.20.15.1 Contractors accompanying the force are not authorized to wear military uniforms except for specific items required for safety and security. Items of personal clothing and personal care, to include both casual attire and work clothing required by the particular assignment, are the responsibility of the individual Contractor employee and shall not be issued at the deployment center. Clothing should be distinctive and unique and not imply that the Contractor is a military member, while at the same time not adversely effecting the Governments tactical position in the field. Guidelines are within Pamphlet AMC-P715 and DA PAM 715-16. It is up to the Contractor to insure that duty uniforms do not present a problem for the field commander or to be so similar to the Armed Services uniform to create confusion.

C.20.15.2 If required by the Theater Commander, however, the deployment-processing center shall issue Organizational Clothing and Individual Equipment (OCIE) to Contractor personnel. The Contractor or Contractor employee shall sign for all issued organizational clothing and individual equipment, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment. Contractor employees shall be responsible for maintaining and returning all issued clothing and equipment back to the place of issuance upon returning from the theater of operation. In the event that issued clothing and/or equipment is lost or damaged due to negligence, a GDLS Loss, Damaged, Destruct, form shall be submitted to GDLS Property for appropriate action and relief from property accountability.

#### C.20.16 Weapons and Training

C.20.16.1 The Government shall provide force protection for Contractor personnel. The Government may issue sidearms to Contractor employees for their personal self-defense. The issuance of such weapons must be authorized by the Theater Commander and must comply

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with military regulations regarding firearms training and safe handling. However, Contractor employees shall not possess personally owned firearms in the area of operations. The acceptance of self-defense weapons by a Contractor is voluntary and should be in accordance with the employers company policy regarding possession and/or use of weapons. When accepted, the Contractor employee is responsible for using the weapon in accordance with the applicable rules governing the use of force. Also when accepted, only military issued ammunition may be used in the weapon. The Contractor employee is legally liable for any use that is not in accordance with the rules of engagement. The Contractor employee must be aware that they may incur civil and criminal liability, both under Host Nation Law or U.S. Criminal and Civil Law, for improper or illegal use of weapons.

C.20.16.2 Prior to issuing any weapons to Contractor employees, the Government shall provide the Contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The Theater Commander is responsible to ensure that armed Contractors receive training in the rules of engagement, the rule governing the use of force, and the law of war. C.11.25.3 The Contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.

C.20.16.3 Upon redeployment or notification by the Government, the Contractor shall ensure that all Government issued weapons and ammunition are returned to Government control.

C.20.17 Legal Assistance

C.20.17.1 Contractor employees supporting a contingency deployment and are accompanying the Armed Forces of the U.S. outside the U.S., shall receive certain legal assistance from Army lawyers as part of their deployment support.

C.20.17.2 If legal assistance is provided while Contractor employees are deployed in the theater of operations, it must be in accordance with applicable international or host nation agreements.

C.20.17.3 The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to simple wills, powers of attorney, and advanced medical directives), and help retaining non-DOD civilian attorneys.

C.20.18 Mission Training

C.20.18.1 The CRC/IDS shall provide mission training designed to provide deploying individuals with a basic knowledge of what they can expect once they deploy into the theater of operations. Training shall cover areas such as the Geneva Convention, Code of Conduct, Health and Sanitation, Legal Assistance, Customs and Courtesies for the area of deployment, applicable Status of Forces Agreement, Security, Weapons Familiarization and any additional training dictated by the special circumstances of the deployment and approved by the Theater Commander.

C.20.19 Vehicle and Equipment Operation

C.20.19.1 The Contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the area of operations in accordance with the statement of work. Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the Contracting Officer or his/her representative. The Government, at its discretion, may train and license Contractor employees to operate military owned or leased equipment.

C.20.20 Passports/Visas

C.20.20.1 The Contractor is responsible for obtaining all passports and visas. Contractor employees are required to carry a valid passport at all times when deployed and traveling overseas in support of military operations. Requirements for visas shall be determined by the country of deployment/travel and obtained from the appropriate embassy prior to deployment. The Government shall provide assistance to the Contractor in obtaining visas to countries if requested by the Contractor and required to meet the contingency deployment schedule.

C.20.21 Customs Processing and Entrance and Exit Processing

C.20.21.1 While entering and exiting a foreign country, Contractor employees shall be subject to the customs processing procedures, laws, agreements, and duties of the countries in which the Contractor is deploying. Details for a Contractor employees deployment shall be fully explained during the deployment processing. If CRC/IDS processing is not utilized, it is the responsibility of the Contractor to provide the relevant information to the Contractor employees prior to deployment. When returning, Contractor employees shall also be subject to U.S re-entry customs requirements in effect at the time of re-entry.

C.20.21.2 The Contracting Officer shall determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of Contractor employees per U.S. Customs Service rates and restrictions.

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C.20.22 Living Under Field Conditions

C.20.22.1 The Government shall provide Contractor employees deployed in the area of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the area of operations, unless otherwise specified in the contract. In the event that the Government does not provide services or goods promised and the Contractor must obtain said services or goods elsewhere, the Contractor shall be equitably reimbursed in accordance with the contract.

C.20.23 Medical and Dental Care

C.20.23.1 Military and/or host nation medical and dental care shall be available should the need arise, at a level commensurate with that afforded Government employees and military personnel.

C.20.24 Morale, Welfare, Recreation (MWR) and Support Services

C.20.24.1 Contractor employees working within the theater of operations shall, to the maximum extent possible, be eligible to use MWR facilities, activities, and services subject to the installation or Theater Commanders discretion and the terms of the contract. Contractor employees shall be eligible for use of Army and Air Force Exchange Service (AAFES) facilities for health and comfort items. Use of these facilities shall be based on installation and Theater Commanders discretion, the terms of the contract with the Government, and the terms of the applicable Status of Forces Agreement (SOFA).

C.20.25 Status of Forces Agreements (SOFA)

C.20.25.1 SOFA is an international agreement between two or more Governments that provide for various privileges, immunities and responsibilities, as well as the rights and responsibilities of individual members of the sending states force. The Contractor shall adhere to all relevant provisions of applicable SOFA and other similar related agreements.

C.20.26 Uniform Code Of Military Justice (UCMJ)

C.20.26.1 Civilian and Contractor employees are subject to military law when serving with or accompanying an armed force only in time of war. The U.S. Supreme Court has ruled in time of war to mean a congressionally declared war. Contractor employees shall not be subject to the UCMJ in a typical contingency operation.

C.20.27 Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000.

C.20.27.1 Amended Title 18, U.S. Code, establishes Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

C.20.27.2 Essentially, the Act applies to anyone who engages in conduct outside the U.S. that would constitute an offense punishable by imprisonment for more than one year, the same as the offense had been committed within the jurisdiction of the U.S. C.11.36.3 The person must be employed by or accompanying the Armed Forces outside the U.S. The term employed by the Armed Forces outside the U.S. means employed as a civilian employee of DoD, as a DoD Contractor or an employee of a DoD Contractor, who is present or residing outside the U.S. in connection with such employment, and is not a national of or ordinarily resident in the host nation. The term accompanying the Armed Forces outside the U.S. means a family member of a member of the Armed Forces, a civilian employee of the DoD, a DoD Contractor or an employee of a DoD Contractor, not a national of or ordinarily resident in the host nation.

C.20.28 Health and Life Insurance

C.20.28.1 The U.S. Army has no statutory obligation to provide a Contractor employee with any health insurance. The Government may reimburse some life insurance costs as a result of overseas deployment.

C.20.29 Next of Kin Notification

C.20.29.1 Before deployment, the Contractor shall ensure that each Contractor employee completes, and updates as necessary, a DD Form 93, Record of Emergency Data Card or equivalent. The form shall be retained by the Contractor with a copy provided the Contracting Officers Representative (COR) or designated Government official.

C.20.30 Return Processing Procedures

C.20.30.1 Upon completion of the deployment or other authorized release, the Government shall authorize Contractor employee transportation from the area of operations to the designated CRC/IDS site. At the return processing center the Contractor shall ensure that all Government-issued clothing and equipment provided to the Contractor or the Contractors employees are returned to Government control upon completion of the deployment. The Contractor shall provide the Contracting Officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns. The Contractor is responsible for transportation of the

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Contractor employee from the designated CONUS CRC site to the Contractor employee's home destination.

C.20.31 Evacuation

C.20.31.1 As required by the operational situation, the Government shall relocate Contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the theater of operations. Orders to relocate can be handled as a change in the place of performance.

C.20.31.2 The Contracting Officer may direct evacuation of Contractor employees deployed in support of contingency operations upon a determination that there is an imminent increased threat to the safety, health, or welfare of the Contractor employees and an evacuation is necessary to secure their health, safety, and/or welfare. The Contracting Officers evacuation direction shall be in writing or shall be promptly confirmed in writing.

C.20.31.3 If the Contractor reasonably believes there to be an imminent increased threat to the safety, health, and/or welfare of the Contractor employees, the Contractor may request the Contracting Officer to direct the evacuation of those personnel. This request shall be in writing or shall promptly be confirmed in writing and shall detail the circumstances constituting an imminent increased threat to the safety, health, and/or welfare of the contract employees. The Contracting Office, after discussions with the Theater Command of the host nation and other Government Official(s) to the extent the Contracting Officer considers them advisable, shall direct evacuation of Contractor employees or shall deny the request.

C.20.32 Deployment Phases

C.20.32.1 Contractor support for a contingency operation will be for a maximum period of twelve (12) months. Option will be segregated into four distinct phases for OCONUS support as identified in H.29.

\*\*\* END OF NARRATIVE C 006 \*\*\*

\*\*\* DELETED NARRATIVE C 009 \*\*\*

C.21 Stryker Contractor Logistics Improvement Program (CLIP)

C.21.1 Objectives. The objective of the Stryker Logistics Improvement Management program is to reduce ICLS costs and improve performance. It requires revolutionary and transformational ideas. The task is to identify, develop, pilot test and implement processes and projects that improve logistics support to fielded Stryker vehicles while rapidly expanding the number of vehicles supported by the program. All projects must consider scalability to meet the full Stryker fleet requirements. These initiatives must be compatible with the speed, scale, scope and flexibility that the combatant commanders require.

The range of initiatives is unlimited as long as the end objective and results are improved long term logistics support. The program should consider and evaluate at a minimum:

- a. Reducing capital requirements, improving capacity plans, improving vehicle readiness and better inventory demand management.
- b. Lowering operating costs by improving or expanding IT and process expertise
- c. Improved connectivity to the Government STAMIS system and real time visibility into inventory
- d. Reduced IT stove pipes by linking DMIS, VIDs and Oracle or any other GDLS system that tracks vehicle configuration or vehicles services.
- e. Improved data management and IT system openness and direct interface with the Government Project Management staff.
- f. Safety as it impacts ICLS personnel or soldiers
- g. Health or environmental hazards to ICLS personnel or soldiers
- h. Expanding the scale and flexibility in procurements
- i. Reducing the cost of parts and components by leveraging quantities buys, developing second sources, competing, breaking out, reverse engineering, or other methods to reduce parts and material costs.
- j. Reducing cycle times by further integration and involvement of Stryker vendors and suppliers or other activities
- k. Rigorously manage or improving the maintenance, repair and storage of Stryker part and assemblies
- l. Improve fleet performance thru value-chain management
- m. Performance based logistics' metrics coordinated with 2nd and 3rd tier suppliers and/or GFM suppliers
- n. Increase efficiency through tighter process controls
- o. Value added -modifications or vehicle kits, especially for specific environments or operations including deployment
- p. Improve processes to hire, train and sustain staff
- q. Improved shop facilities and arrangements
- r. Regulatory and/or legislative changes
- s. Organizing or awarding support contracts for regional clusters to achieve scale and scope
- t. Pilot tests of complex program initiatives
- u. Adapting and aligning information Contractor and Government control and administrative system

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v. Post-production or surge requirements

C.21.2 Compatibility. Initiatives must be compatible with comprehensive global support to deployed Stryker units that produce and maintain high levels of customer satisfaction rates and meet operational needs.

C.21.3 Excluded. Initiatives cannot overlap or duplicate scope or required effort in the other Stryker Contracts. Stryker related warranty efforts are excluded (for instance, Failure Free, Systemic or Pass Through Warranties required under the Stryker Requirements Contract to include any administrative requirements, or Corrections of Deficiencies related to PVT fixes). Warranty actions are excluded unless they are unique to parts or services supplied only under this contract.

C.21.4 Scope. This statement of work defines the efforts to systemically manage the development of implement initiatives that are developed by the various joint Government and Contractor IPTs. The IPT members will be drawn from the different disciplines supporting ICLS. Described herein are all the tasks and requirements including development of initiatives, evaluations step, prioritization effort, contractor program management and reporting requirements, engineering and procurement efforts, validation testing and full scale implementation and execution to improvement ICLS performance, reduce costs and increase effectiveness.

C.21.5 Program Management. The contractor shall establish a functional group that manages the development and screening of initiatives, determines mechanisms for planning, budgeting, and executing all the improvement program activities, monitors progress of selected initiatives against established cost and schedule baselines, reports on the status. Performance objectives shall be identified.

Once initiatives are approved or meet exit or entrance criteria to enter the next phase of the evaluation and/or execution, the Contractor's Program Management office will resource and manage the execution of the ICLS program initiatives. The contractor shall report status and identify corrective action or modification, collect and monitor applicable or required metrics and if approved, institutionalize the activities, write process procedures, run quality assurance programs and collect cost data.

C.21.6 Meetings and Reviews.

C.21.6.1 Kick-off Strategy Meeting. The contractor shall conduct a kick off meeting at the contractor's facility no later than 45 days after award of the contract modification adding this effort to the Stryker CLS contract. The contractor shall develop and deliver a detailed agenda to the PCO NLT 5 working days prior to the meeting that includes, as a minimum, an overview of the entire effort covered in this modification. The Kick-off meeting will address the Strategy to implement and manage the Improvement program.

C.21.6.2 Follow-on Annual Strategy Meetings. After the initial Strategy Meeting, the Government and Contractor will conduct annual follow-on Strategy meetings during the term of this contract. The meetings are not to address operational issues. This meeting is for the key managers from the Government and Contractor CLS effort to exclusively focus on a disciplined and organized approach to a joint strategy for improvement and to hold, if necessary, substantive strategy debates on the processes to generate, evaluate and determine initiatives. During these meetings the Joint PM Logistics Team will adjust the prior year's strategy based on experience and adapt the strategy to new challenges.

C.21.6.3 Idea and Project Evaluation Meetings. Each of the functional areas (Logistics Engineering, Procurement, Material Management, Transportation/Shipping, Field Support) that support Stryker CLS are required to evaluate and generate cost and performance improvement ideas or work in conjunction with consultants or evaluators to generate ideas. The contractor shall collect and evaluate individual initiatives performance and process ideas.

C.21.7 Cost Drivers by Functional Area. A cost driver is defined as the factor(s) that cause work to be performed. Determination of negative cost drivers - those factors that cause non-value added work (waste) to be performed. Each functional area is required to identify their top cost drivers within 45 days after the date of this modification. The data will be briefed at the Strategy Kick-Off Meeting. For procurement, the contractor shall identify the parts that constitute 80% of the cost of Stryker repair parts and a strategy for reducing costs for each. Each of the other contractor functional areas shall determine their top 10 cost drivers.

C.21.8 Functional Meetings. Following the Strategy Kick Off Session with Government-Contractor PM IPT members, functional areas team leaders will schedule brain-storming meeting(s), idea sharing session(s), or 'after action' reporting to evaluate areas for improvement. The functional leads appointed by the program management offices will schedule these meetings. In all cases, the Contractor shall notify and invite the Government to attend. Attendance by the Government is at the Government's option. The team shall be provided a timetable for decisions on each initiative and whether there are alternatives to present to management.

C.21.9 Alternatives. The joint Government and Contractor IPTs will explore alternatives and rate initiatives to meet the criteria for the Decision Meetings. The results of the meeting shall be briefed by the contractor at Program Quarterly Reviews or if the IPR is cancelled at meeting designated by the Contracting Officer, but not later than February 05 and quarterly dates thereafter.

C.21.10 Decision Meetings. Decision meetings will focus on decisions, not discussions. Material will be prepared by the contractor summarizing the alternatives. The Contractor PM office shall develop a standard template, subject to Contracting Officer approval, to display the important or key data required to evaluate projects and determine which are funded. At a minimum, the template shall identify the cost, schedule and performance baselines, milestones for each initiative and the estimated improvements. All material will be provided in advance to the PM leadership teams designed to determine which projects are funded. Initiatives will be prioritized by

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the "value at stake" to the ICLS program; that is the value of each initiative to the long-term success of CLS. The items with the highest strategy value to the CLS program will be briefed first.

The Contractor will use an evaluation model that has been approved by the Government. All decision briefs must at minimum be 1) facts based, 2) alternative driven and 3) able to identify consequences. The PM management team will either disapprove or approve implementation under this contract or refer to other contracts or methods for implementation, such as a different contract for execution or separate Government initiative.

C.21.11 Formal Project Performance Contract (FPPC). Once approval is granted for a project or initiative, the contractor shall draft a FPPC which identifies the resources (schedule, skills, funds and decisions points) required and the results the project team is required to deliver. FPPC is not finalized nor can the contractor charge for effort under the FPPC until the PCO designates the CLIN/charge and signs authorizing the initiative. The Contracting Officer will assign a project number. All approved projects FPPC automatically become an attachment to the CLS contract.

C.21.12 In Process Reviews (IPRs). The contractor shall host In Process Reviews. They will be conducted in parallel (sidebars) with the Stryker Quarterly or Monthly Reviews. If the Stryker Program reviews are cancelled the CLS IPR will meet on a date set by the Contracting Officer. The In Process Reviews will cover the progress of the project teams against the terms of their FPPC. All team members must grade their progress. Each team member must grade other team members' progress toward meeting objectives.

C.21.13 IAV Cost As An Independent Variable (CAIV). For all approved initiatives, contractor shall develop and implement CAIV. CAIV shall include associated achievement criteria, descriptions of the CAIV process, proposed performance versus cost (to include life-cycle costs), and schedule trade-offs. CAIV shall focus on meeting the performance requirements while achieving maximum commonality between vehicles and subsystems and reducing integration challenges at a minimum cost. CAIV shall be used throughout the initiative development, implementation and support phases to provide an affordable, producible, and sustainable solution.

C.21.14 Minimum Commonality Baseline (MCB). All initiatives will not be detrimental to the MCB. The Contractor shall maintain commonality at the system, subsystem, essential Line Replaceable Unit (LRU), and maintenance significant spare and repair level with other variants/configurations of the family of Stryker Vehicles. LRU's are defined as essential items or assemblies that can be removed from the vehicle and replaced (at the field level) as a single unit to restore the vehicle to an operationally ready condition. Maintenance significant spare and repair parts are defined as those items removed and replaced and identified by National Stock Number (NSN) in a Repair Parts & Special Tools List (RPSTL) or the Contractor's Logistics Support (CLS) parts catalog. For the purpose of this acquisition, field level maintenance is defined as maintenance performed within the Brigade by personnel assigned to the brigade support battalion or as a crew member of the Stryker.

C.21.15 System Engineering. As appropriate to the specific initiatives approved by the joint management team, the Contractor shall utilize a Contractor's Documented Systems Engineering processes to translate the performance requirements of the program initiatives into a solution.

C.21.15.1 System Modularity. The contractor shall incorporate maximum modularity into the system design solution to facilitate upgrades or changes to logistics support solutions.

C.21.15.2 Use of Commercial Off-the-Shelf (COTS), Non-Developmental Items (NDI). The contractor shall make maximum use of commercial off-the-shelf components or solutions to develop or implement Logistics solutions. If COTS software programs are used the Contractor shall ensure long term Government sustainment. Potential solutions include possible third party escrow accounts or Government licenses to use the software.

C.21.15.3 Logistic Documentation. All required or related Contractor logistics documentation including IETM shall be updated as required to fully implement any of the approved initiatives.

C.21.15.4 Data Rights. For hardware, components, and processes for which the contractor would assert "Limited Rights" in detailed data, the contractor shall submit form, fit or function configuration data to the Stryker IDE for Government use. Otherwise, the contractor shall update the IDE with configuration documentation with unlimited rights.

C.22 Logistics Performance Measurements. The Contractor shall employ performance measurement tools. The performance requirements contract is Performance Based Logistics Contract with end objectives. The contractor is required to develop additional metrics that provided performance indicators that are compatible with the requirements or end objectives to include 90% ORR and to insuring the right material and services are provide at the right time and at an affordable cost. The Contractor shall identify the 20 performance metrics. At the Kick Off Meeting for the Improvement Initiatives the Contractor shall submit the tentative list of metrics and define and criteria to the Government. Subject to Government disapproval the contractor shall implement the collection of baseline data against the 20 proposed performance metrics and report the metrics results at the next monthly meeting.

C.22.1 Metrics Definition. The Contractor shall identify planned measure metrics and establish the current baseline. These measurements should include information on the efficiency with which resources are transformed into goods and services (outputs), the quality of those outputs (how well they are delivered and the extent to which soldiers are satisfied) and outcomes (the results of a program activity compared to its intended purpose).

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C.22.2 Metric Development. The Contractor shall:

- Identify the measures, indicators or metrics,
- Describe the data collection method(s) to be used,
- Identify the frequency of the measurement,
- Identify the organization, office, or individual responsible for oversight of that measure, and
- Identify the link between each measure and the key success factor.

C.22.3 Metrics Reporting. The Contractor shall host in-process CLS reviews. They will be conducted in parallel (sidebars) with the Stryker Quarterly or Monthly Reviews. If the Stryker Program reviews are cancelled that CLS IPR will meeting schedule will be on a date set by the Contracting Officer. The In Process Reviews will brief the selected Metrics and most current and cumulative results. The Contractor shall use the most appropriate method to present or report CLS metrics.

\*\*\* END OF NARRATIVE C 010 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0002AG	X14GX251X1 31107180006 A14P30062RX1	AL	1 4GXP14	\$	0.00	\$ 21,517,929.00	\$ 21,517,929.00
0007AA	W14GX167X1 P135197.0000 MIPR4GRWSAM019	AK	2	\$	0.00	\$ 5,848.00	\$ 5,848.00
0008AA	W14GX250X1 P012415 MIPR4STRYK8044	AM	1	\$	0.00	\$ 25,116.04	\$ 25,116.04
NET CHANGE					\$	21,548,893.04	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION				ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AK	21	4202000004762084P13519726EB	S09076		S09076	\$ 5,848.00
Army	AL	21	42033000045R5R07P31107131E9	S20113		W56HZV	\$ 21,517,929.00
Army	AM	97	4010056SA4SJSJ01P012415252G	S31129		S31129	\$ 25,116.04
NET CHANGE							\$ 21,548,893.04

		PRIOR AMOUNT OF AWARD		INCREASE/DECREASE AMOUNT		CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$	355,634,890.00	\$	21,548,893.04	\$	377,183,783.04

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SECTION H - SPECIAL CONTRACT REQUIREMENTS  
H.24 GOVERNMENT FURNISHED PROPERTY

- H.24.1 The Government shall provide a facility at Auburn, Washington for contractor use. The facility will consist of approximately 90,000 square feet. These facilities include offices, racking, secure storage areas (inside and outside of the warehouse).
- H.24.2. The Contractor shall notify the Government at least 120 days in advance of a requirement for additional space. The contractor shall provide the Government at least six months notice if they decide to vacate property.
- H.24.3 Government Furnished Property (vehicles) see Attachment 1.
- H.24.4 Government Furnished Property (Satellite Phones and Accessories) see Attachment 003.
- H.24.5 Government Furnished Equipment (GFE), see attachment 007.

\*\*\* END OF NARRATIVE H 011 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-02-C-B001 <b>MOD/AMD</b> P00038	<b>Page</b> 25 <b>of</b> 25
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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 007	LISTING OF GFE		016	